

**TITLE:** Caltrans IQA - Construction Phase

**DATE:** 03/23/2018

**PROJECT:** Construction Package No. 2-3

**CONTRACT NO:** HSR13-57

**CONTRACTOR:** Attn: Michael Costa  
 Dragados / Flatiron Joint Venture  
 1775 Park St, Bldg 75  
 Selma, CA 93662

**DESCRIPTION OF CHANGE:**

Per the Standard Agreement between the AUTHORITY and CALTRANS, these parties have agreed that CALTRANS will bill its costs associated with the CP 2-3 project directly to the Authority. Further, according to this Standard Agreement, EXHIBIT B, BUDGET DETAIL AND PAYMENT AND PROVISIONS, Section 1, Invoicing, the Authority shall reimburse the Third Party (CALTRANS) directly for the cost of CALTRANS performing independent quality assurance (IQA) of work products produced by DFJV during the Plans, Specifications and Estimate (PS&E), Right of Way (R/W) and Construction phases CONTRACT NO: HSR13-57.

Therefore, Book I, Part B.2 - General Provisions, Section 49.3.2.1, "Reimbursement by the Contractor" of CONTRACT NO: HSR13-57 between the Authority and DFJV shall not apply to the WORK referenced in Standard Agreement (STD. 213) and Attachments 1, 2, and 3 of this change order.



Additionally, some of the work performed by CALTRANS under the IA, is to support Requirements of Book I, Part B.1 - Special Provisions, Section 6.1.1, Table 2, "Responsibility for Obtaining Governmental Approvals." This change removes cost liability only for the Contractor to obtain ROW Encroachment Permit from Caltrans.

The change does not remove field scope of work for the Contractor. No change to the project duration is required as a result of this change.

PCO	Payment Item	Description	Quantity	Units	Unit Price	Net Amount	Time Adj. (Days)
	00001	The Authority shall deduct the lump sum cost of \$4,130,000.00 from the Contract to reimburse CALTRANS directly for the independent quality assurance during Construction Phase only, based on an estimate prepared by CALTRANS as shown in Attachments 1, 2, and 3 of this Change Order	1.0	LS	(\$4,130,000.00)	(\$4,130,000.00)	0
						<b>Total: (\$4,130,000.00)</b>	<b>0</b>

**ATTACHMENTS:** Standard Agreement (STD. 213), Attachment 1 - Project Location and Vicinity Map, Attachment 2 - Budget Detail, Attachment 3 - Caltrans IQA for CHSRA CP2-3 Contract Hourly Rates

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Contractor	California High Speed Rail Authority		
Acceptance by	Submitted by	Recommended by	Approved by
			



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**Release of Claims**

Except as modified by this Change Order, all terms and conditions of the Contract, as previously modified, remain unchanged and in full force and effect. The parties agree that this Change Order is a final and equitable adjustment of the Contract time and Contract amount and constitutes a mutual accord and satisfaction of all claims, current or future, of whatever nature caused by or arising out of the facts and circumstances surrounding this Change Order including, but not limited to, direct, indirect and consequential costs; additional time for performance; and the impact of the modifications specified in this Change Order, alone or taken with other changes, on the unchanged Work.

**Contractor's Sworn Certification**

By executing this Change Order for the Contractor below, the undersigned for the Contractor certifies as true, under penalty of perjury (under the laws of California, executed in Selma, California), as follows:

This Change Order is made in good faith and in accordance with the terms of the Contract.

The amount of time and/or compensation requested accurately reflects the appropriate adjustments and includes all known and anticipated impacts or amounts that may be incurred as a result of the event or matter giving rise to such proposed change.

The Contractor has no reason to believe and does not believe that the factual basis for this Change Order is falsely represented.

The Contractor has investigated the basis for each Subcontractor claim and has determined that each such claim is justified as to entitlement and amount of money and/or time requested and has no reason to believe and does not believe that the factual basis for the Subcontractor's claim is falsely represented.

**Subcontractor's Sworn Certification(s):**

Attached as \_\_\_\_\_ [indicate "none" if no such Subcontractors are involved] are sworn certifications from each Subcontractor involved in the Work or event contemplated by this Change Order in the form above.

**Dragados / Flatiron Joint Venture**

Acceptance by

Signature

Unilateral

Date

**California High-Speed Rail Authority**

Submitted by

Signature

Patrick E. Jolly, P.E. - DB Oversight Manager

Date

4/19/18

Recommended by

Signature

Jorge Granados - Acting Design & Construction Manager

Date

4/19/18

Approval by

Signature

Terry Ogle - Director of Design and Construction

Date

4/19/18

Initials Acknowledging Page 2 of 2

Contractor	California High Speed Rail Authority		
Acceptance by	Submitted by	Recommended by	Approved by